

**SECOND AMENDMENT  
TO LEASE AND OPERATING AGREEMENT BY AND BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND AVIATION CONSULTANTS, INC.**

This Second Amendment to the Fixed Base Operator (FBO) Lease and Operating Agreement (hereinafter called "Second Amendment") is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California (hereinafter "County"), and Aviation Consultants, Inc., a California Corporation with its offices located at 945 Airport Drive, San Luis Obispo, CA 93401 (hereinafter "Lessee").

**WHEREAS**, County and Lessee entered into a Lease and Operating Agreement (hereinafter "Lease") on February 26, 2008 under which Lessee leased certain premises from the County described as Lease Site A; and

**WHEREAS**, the Lease identifies the "leased premises" as Lease Site "A" (and later to include Lease Site "G") at the San Luis Obispo County Regional Airport; and

**WHEREAS**, on January 4, 2010, the County and Lessee entered into a First Amendment to the Lease for the purpose of correcting small errors in the legal descriptions of Lease Site "A" and Lease Site "G", attached as Exhibit A and Exhibit B, respectively, to the First Amendment to the Lease; and

**WHEREAS**, Article 1.C. "Additional Premises" of the Lease reflects that if Lessee continues to occupy property on the Airport known as Lease Site "G", identified as Exhibit B to the Lease, as of August 31, 2010 (the date of termination of the lease for Lease Site "G"), that Lease Site "G" will be added to the Lease; and

**WHEREAS**, on or about September 1, 2010, Lease Site "G" was added to the description of the "leased premises" in the Lease, and increases in rent were made; and

**WHEREAS**, Article 1.C, "Additional Premises", of the Lease allows for the removal of all or a portion of Lease Site "G" from the leased premises in the event that any portion of it becomes unusable due to Airport Improvements;

**WHEREAS**, Article 1.C, "Additional Premises", of the Lease reflects that in the event of a reduction in any portion of Lease Site "G", said portion will be removed from the leased Premises, with no right to relocation assistance or benefits, and the Monthly Base Rent will be adjusted to reflect the removed portion of the lease site; and

**WHEREAS**, approximately 4356 square feet of Lease Site "G" became unusable as a result of roadway improvements completed for the East Side Access Roads Airport Capital Improvement project and the parties desire to remove that portion from the leased premises.

**NOW, THEREFORE**, the parties mutually agree:

1. That the attached legal description and map for Lease Site "G" labeled Exhibit B to this Second Amendment shall replace and supersede the legal description and map for Lease Site "G" as contained in Exhibit B to the original Lease and First Amendment to the Lease. The legal description and map for Lease Site "A", as

contained in Exhibit A to the First Amendment to the Lease, shall remain unchanged.

2. The Monthly Base Rent for Lease Site "G" shall be adjusted to reflect the reduction in the leased premises, as required by Article 1.C. "Additional Premises" of the Lease.
3. All other terms and conditions of the Lease and any amendments shall remain in full force and effect, including County's right to make further reductions in the lease site, as set forth in Article 1.C of the Lease.
4. The effective date of this Second Amendment shall be the date that the Board of Supervisors signs this lease amendment.

**IN WITNESS WHEREOF**, County and Lessee have executed this Second Amendment this day and year.

COUNTY OF SAN LUIS OBISPO

LESSEE: Aviation Consultants, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

William R. Borgsmiller, President

Date: \_\_\_\_\_

3/28/14

Approved by the Board of Supervisors  
this \_\_\_\_ day of April, 2014.

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL  
EFFECT:

RITA L. NEAL  
County Counsel

By: \_\_\_\_\_

Shanna Matuszewicz  
Deputy County Counsel

Date: \_\_\_\_\_

4/4/14



## LEGAL DESCRIPTION

Commencing at a brass cap stamped "SLO County HP-O", being N.G.S. P.I.D. AA4511, from which an aluminum cap stamped "CA-HPGN-D STA. 05-HL SLO 227 PM 06.50 1993", being N.G.S. P.I.D. FV 2066, bears S 34°48'10" E 18,894.36 feet (NAD-83 1992);

thence, North 25 degrees 13 minutes 37 seconds East 1026.72 feet, to the Point of Beginning;

thence South 88 degrees 32 minutes 32 seconds East 181.00 feet;

thence North 01 degrees 14 minutes 34 seconds East 263.58 feet;

thence North 88 degrees 28 minutes 26 seconds West 100.48 feet to the beginning of a curve having a radius of 73.00 feet and being concave to the northeast;

thence through the arc of the said curve a distance of 42.14 feet;

thence North 55 degrees 23 minutes 49 seconds West 18.32 feet to the beginning of a curve having a radius of 26.00 feet and being concave to the southwest;

thence through the arc of said curve a distance of 15.14 feet;

thence North 88 degrees 46 minutes 14 seconds West 11.13 feet;

thence South 01 degrees 14 minutes 34 seconds West 289.79 feet to the Point of Beginning.

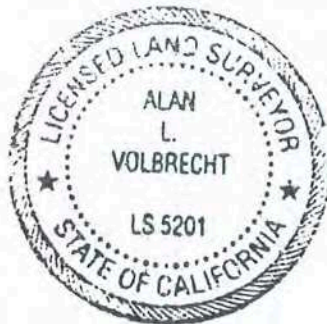
Containing approximately 1.12 acres.

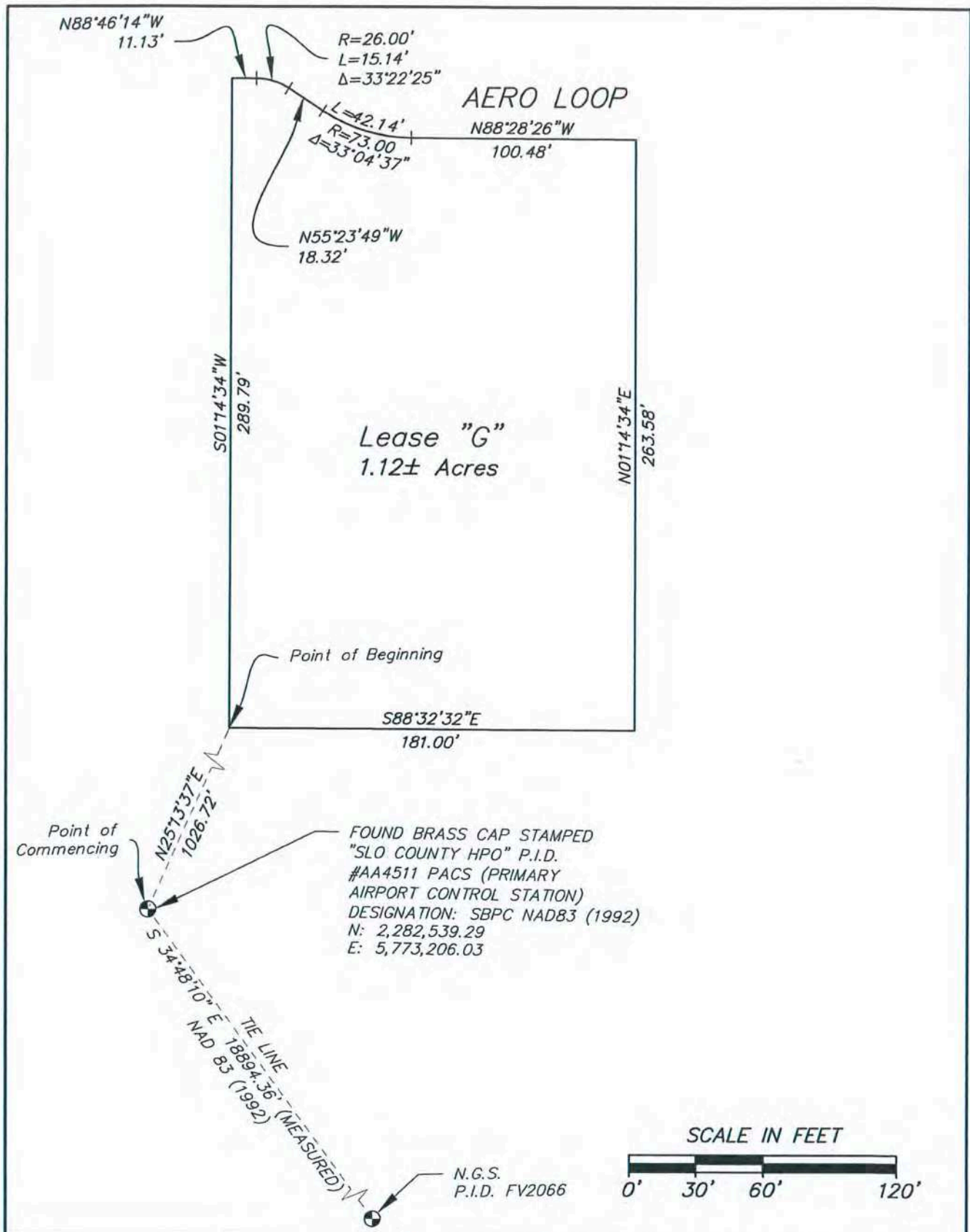
*Alan L. Volbrecht*

ALAN L. VOLBRECHT L.S. 5201

*04/30/2014*

Exp. 06/30/2015





**AT GeoSystems**

Civil Engineers Land Surveyors

3590 Sacramento Dr, Suite 110, San Luis Obispo,  
CA 93401 (805)781-9296 atgeosys.com



SCALE: 1"=60'

**LEASE SITE "G"**

San Luis Obispo County  
Regional Airport

March, 2011

120-45\_Lease\_G.dwg